

EXHIBIT 1

LABOR AGREEMENT

between

CertainTeed Corporation

and

**The United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union (USW), AFL-
CIO, CLC on behalf of Local Union No. 5-363**

Company Logo

Union Logo

NOVEMBER 1, 2009

AVERY, OHIO

(front cover)

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Websites

**USW Local 5-363
www.local363.com**

Benefits

www.sgcbenefits.com

(inside front cover)

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2009 between CertainTeed Corporation, Avery, Ohio, Plant, hereinafter collectively referred to as the "Company" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of Local Union No. 5-363 hereinafter referred to as the "Union".

PURPOSE

It is the intent of the parties of this Agreement to establish and maintain a harmonious relationship, and to promote close cooperation among the Company, its employees, and the Union, and to promote the advancement of the interests of both the Company and the employees.

ARTICLE I RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent in all matters relating to wages, hours of work, and other conditions of employment for all of the Company's employees, at its Avery, Ohio, Plant, but excluding office employees, supervisors, professional employees, technicians, people in training for supervisory work, watchmen, gatemen, and guards as defined in the National Labor Relations Act as amended.

ARTICLE II CHECK-OFF AND UNION SECURITY

(2.1) The Company agrees that upon receipt from an employee of a properly executed Deduction Authorization Card, conforming to the requirements of law, it will deduct from the wages then or thereafter due such employees and transmit to the duly authorized and designated officer of the Union an amount to cover Union initiation fees and Union dues in an amount so designated by the Union in accordance with the International Constitution, and at the time of transmitting to the Union the funds so deducted, the Company will advise the Union of the names of the employees from whom such deductions have been made with a completed summary of the USW Form R-115 or its equivalent.

(2.2) It is agreed that all employees who are eligible under Article I hercof to be represented by the Union shall be required, as a condition of continued employment by the Company, to be members of the Union on and after the ninetieth (90th) calendar day following the beginning of their employment. The Company reserves the right to choose its employees from any source without respect to membership in the Union at the time of hiring.

(2.3) During the first ninety (90) days of employment, a new employee, whcther a member of the Union or not, shall be considered as employed on a trial basis and may be discharged or transferred at the discretion of the Company. Such new employee, however, shall bccome a member of the Union at the end of the ninety (90) day period described above as a condition of continued employment, and shall be subject to payment of dues for the period following their 31st day of employment.

(2.4)The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits and liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions.

ARTICLE III
8 HOUR SHIFT LANGUAGE

(3.1) Eight (8) hours shall constitute a standard day's work, forty (40) hours shall constitute a standard week's work. The work week, for the purpose of this Agreement, shall commence at 7:00 A.M. on Monday and shall end at 7:00 A.M. the following Monday. All time worked in excess of eight (8) hours in any one day or forty (40) hours in any one work week shall be compensated at one and one-half times the base hourly rate, except as hereinafter provided for the work done on Sundays and Holidays, and except further, that time compensated at overtime rates on a daily basis need not also be compensated at overtime rates on a weekly basis. No time worked shall be subject to more than one overtime provision.

(3.2) Working time over eight (8) hours per day or forty (40) hours per week shall be shared as equally practicable by employees in each department who are qualified to do the work, so long as it is consistent with the efficient operation of the Plant and does not conflict with any other articles in this agreement.

(3.3) Except upon previous notice of any change by the Company, the day, or first tour, shall be between the hours of 7:00 A.M. and 3:00 P.M. and the afternoon, or second tour, shall be between the hours of 3:00 P.M. and 11:00 P.M., and the night, or third tour, shall be between the hours of 11:00 P.M. and 7:00 A.M. The Company shall have control of the tours and may change times of any tour after notifying the Union two weeks in advance (except where emergency situations require other changes) so that the Union may be aware of such change prior to its being instituted.

(3.4) Overtime at the rate of time and one-half will be paid for all work performed on scheduled days off provided the employee works all other regularly scheduled time that week, unless failure to work such is due to proven sickness or documented emergencies beyond the control of the employee, and further provided that the work so performed is for the Company's convenience and not at the request of the employee or employees involved.

1. Required overtime scheduled for the weekend will be posted by 3:00 p.m. Thursday of the prior week. Required overtime for emergency repairs (unplanned repair that hinders production) will be posted by 3:00p.m. Thursday of the same week. Overtime shift schedules for the following week will be posted at the same time. Weekend overtime work not posted, or overtime to extend shifts in the following week beyond the posted schedules, will not be mandatory.
2. Scheduled non-production overtime will be posted by 3:00p.m. Monday. Employees so scheduled may, with the approval of their supervisors, secure a replacement first from a signed volunteer list of employees (to be available for signing on Mondays) who have requested overtime, or from elsewhere. The schedule shall be final as posted by 3:00p.m. Friday. Volunteers shall be considered on the basis of departmental seniority. The above is not applicable to non-production work performed on a regularly scheduled shift.

(3.5) When a vacancy exists in a job classification due to the absence of the man scheduled on that job on an eight (8) hour crew, and if, in the opinion of the Company it is necessary to fill the job, the following procedure will be adhered to in the order prescribed:

If notification of absence is properly made to the Company at least one and one half hours prior to the beginning of the scheduled shift,

1. The man holding the job on the off-going shift will be offered the vacant job. Such employee shall have the choice of all eight (8) hours or the first four (4) hours.
2. If the hours or a portion of them remain unfilled, those available hours will then be offered to the man holding the same job on the oncoming shift.
3. If the job is not filled in steps 1 & 2, the vacancy will be offered to the other qualified employees, by seniority, on the off-going shift in the workgroup by an announcement on the plant-wide public address system of the available overtime. A twenty (20) minute time frame will be allowed for employees to respond. The employee selected will receive the rate of the job or his regular rate, whichever is higher.
4. If the job is still not filled, it may then be offered to any qualified hourly employee at the Company's discretion.

If notification of absence is not properly made to the Company, at least one and one half hours prior to the beginning of the scheduled shift, the Company may, at its discretion, move directly to Step 4.

(3.6) When production crews are scheduled for six (6) or seven (7) days a week, line mechanics and line electricians who are scheduled to work the line during the week will also be scheduled for the weekend production.

(3.7) Unless scheduled within the normal work hours, required crew meetings will be scheduled at the end of the work shift.

(3.8) Overtime premium shall be paid for all consecutive hours worked that overlap two calendar days, provided the employee works all the hours otherwise scheduled for the week.

(3.9) Within this Agreement, any mention of days refers to calendar days, unless otherwise specified.

ARTICLE IV WAGE RATES

(4.1) Wage rates payable under this Agreement shall be set forth in Exhibit "A" attached hereto and made a part hereof and shall become effective as shown in Exhibit "A".

(4.2) There shall be added to the base hourly pay rate in effect from time to time of those employees regularly scheduled and working on a tour basis, or of those who replace another employee so scheduled. Beginning Nov. 1, 2009, the shift differential for work done on the second tour will be fifty (50) cents per hour and for work done on the third tour will be seventy-five (75) cents per hour.

(4.3) During a scheduled department shutdown, including down days for maintenance, employees assigned to maintenance will receive their classified rate or the second class millwright rate, whichever is higher.

ARTICLE V JOB CHANGES

(5.1) Job rates for new or changed jobs shall be determined by the Company. Job rates now in effect or subsequently placed in effect, shall not be changed by the Company except as a result of major changes in job duties. Prior to implementation of rates for new or changed jobs, the company will notify the Union in writing.

(5.2) In the event there is any major change in the duties, responsibilities, and job content of any existing job or job classification or in the event any additional job or job classifications are created or installed due to changes in process or procedure or in the event any new process or procedures are added, the Company will establish the new rates. If the established rates are not

satisfactory to the Union, the question will be subject to the grievance procedure provided for herein.

(5.3) Newly created classifications will be subject to the bidding procedure as outlined in Art. XI (11.11). Existing classifications that have been modified according to this article will not be bid unless the job holder is unable to perform the new responsibilities after a training period up to the same length as that afforded a new job bidder.

ARTICLE VI REPORT TIME

(6.1) **Minimum Shift:** When an employee reports for work, having been ordered or scheduled so to do, and no work is provided (except when such failure to provide work shall be caused by factors beyond the Company's control), he shall receive two (2) hours pay for so reporting at his base hourly rate. It is understood that in these circumstances an employee shall take whatever work is offered him regardless of its or his regular classification, and if he refuses to take the work offered, he shall thereby forfeit the two (2) hours pay above provided. If any employee goes to work, however, he shall receive a minimum shift of four (4) hours per day.

(6.2) **Call-back:** Any employee, who, after completing his scheduled day's work, is subsequently recalled to duty in any one day, shall receive for such work either the rate applicable thereto or four (4) hours' pay at his regular straight time hourly rate, whichever is the greater amount. This does not apply where an employee is requested to report to work one hour or less before his regular starting time.

(6.3) Call-in-Pay

1. If an employee is called in more than one hour in advance of his regularly-scheduled shift, he will be paid for the hours worked at the applicable overtime rate or four (4) hours pay at his regular straight time hourly rate, whichever is the greater amount.

2. If an employecc is called in on his day off, he will be paid for the hours worked at the applicable overtime rate or four (4) hours pay at his regular straight time hourly rate, whichever is the greater amount.

ARTICLE VII HOLIDAYS

(7.1) Any time worked on the Following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, December 24, Christmas Day, and Dcccember 31, shall be compensated at two (2) times the regular hourly base rates, and the employecc shall also receive Holiday pay if earned in accordance with provisions outlined in (7.3) of this Article. An employee who works in excess of eight (8) hours on any of the above Holidays will be compensated for those excess hours at the rate of two and one-half times his regular rate. The foregoing shall apply irrespective of whether the Holiday falls on a weekday, Saturday or Sunday.

(7.2) For the purpose of computing overtime for the work week, all employees shall be considered as having worked eight (8) hours on each of the foregoing holidays, regardless of whether or not any work was actually performed.

(7.3) When no work is performed on any of the aforesaid holidays, each employee who:

(1st) Has been regularly employed by the Company for at least ninety (90) days prior to the date on which any of the foregoing holidays may happen to fall and has worked sometime during the 90 calendar days preceding the holiday.

(2nd) Has worked all scheduled hours on his last regularly scheduled work day preceding and all scheduled hours on his first regularly scheduled work day following said holiday, shall receive (8) hours pay at the straight time hourly rate of the job they are scheduled to work during the week in which the holiday falls, irrespective of whether the holiday falls on a weekday, Saturday or Sunday, with the exception that

employees who are absent due to sickness or accident shall receive Holiday pay provided employees upon return to work furnish medical evidence that they were unable to work.

(7.4) An employee who has been scheduled to report for work on one of the holidays mentioned in paragraph (7.1) above and who fails to report and work as scheduled shall not be entitled to the holiday pay.

(7.5) The following will be considered "no work" holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day. Company agrees that no production activities, routine maintenance and repair, or Warehouse shipping work will be required on those days, and that all such work desired will be scheduled on a voluntary basis. Boiler Room, stills, emergency and security work will be exempt from the provisions of this paragraph and will be scheduled normally. It is understood that the holidays specified will be observed on whatever day of the week on which they fall, including Saturday or Sunday.

(7.6) Upon successful completion of the ninety (90) day probationary period, an employee will receive pay for recognized holidays that fell during said probationary period.

ARTICLE VIII PREMIUM PAY FOR SUNDAY

(8.1) Two (2) times the sum of the regular hourly rate of pay, and any applicable off-shift premium shall be paid for all work performed on Sunday, that is to say between the hours of 7:00 A.M. Sunday and 7:00 A.M. Monday, provided the employee has worked at least half of each of his scheduled days the week preceding the day of the Sunday work. An exception to this provision will be made provided employees, upon returning to work, furnish medical evidence that they were unable to work.

ARTICLE IX VACATIONS

(9.1) Employees who have been in the continuous employment of the Company for not less than one (1) year at December 31 of any year, or who fulfill this requirement at any time during the period in which vacations may be taken pursuant to this Agreement, which shall be from December 31 through December 30 of the subsequent calendar year shall be given one week's vacation with pay, said vacation to be given during such vacation period.

(9.2) Employees who have been in the continuous employment of the Company for not less than three (3) years at December 31 of any year, or who fulfill this requirement at any time during the period in which vacations may be taken pursuant to this Agreement, which shall be from December 31 through December 30 of the subsequent calendar year shall be given two (2) weeks vacation with pay, said vacation to be given during such vacation period.

(9.3) Employees who have been in the continuous employment of the Company for not less than seven (7) years at December 31 of any year, or who fulfill this requirement at any time during the period in which vacations may be taken pursuant to this Agreement, which shall be from December 31 through December 30 of the subsequent calendar year shall be given three (3) weeks vacation with pay, said vacation to be given during such vacation period.

(9.4) Employees who have been in the continuous employment of the Company for not less than fifteen (15) years at December 31 of any year, or who fulfill this requirement at any time during the period in which vacations may be taken pursuant to this Agreement, which shall be from December 31 through December 30 of the subsequent calendar year shall be given four (4) weeks vacation with pay, said vacation to be given during such vacation period.

(9.5) Employees who have been in the continuous employment of the Company for not less than twenty-three (23) years at December 31 of any year, or who fulfill this requirement at any time during the period in which vacations may be taken pursuant to this Agreement, which shall be from December 31 through December 30 of the subsequent calendar year shall be given five (5) weeks vacation with pay, said vacation to be given during such vacation period.

(9.6) Employees participating in the vacation plan for the first time shall not be entitled to a vacation until their anniversary date. Thereafter employees shall be entitled to a vacation in the calendar year in which their vacation falls provided that they work some time during the calendar year.

(9.7) The pay for each week of the vacation period to which an employee is entitled shall be an amount equal to 2% of the gross wages paid by the Company to such employee during a period of one (1) year commencing January 1 and ending December 31 of the year prior to that in which the vacation is granted or forty-two (42) hours at his straight time classified rate at the time he goes on vacation, whichever is greater.

(9.8) At least one week of vacation must be taken as time off. Weeks beyond one week may be taken as time off or, in lieu of time off, may be cashed in.

(9.9) Vacation shall be granted insofar as possible at the time desired by the employees. Every effort will be made to comply with their desire, but the final right to allotment of vacation time is exclusively reserved to the Company in order to insure the proper operation of the Plant. Up to April 1st, seniority shall prevail in the event that two or more employees request the same vacation period.

(9.10) The "Time-Off" week shall be considered as seven (7) consecutive days beginning at 7:00 A.M. on Monday morning.

ARTICLE X
TEMPORARY TRANSFERS

(10.1) The Company may temporarily transfer an employee from his regular position to any other position; provided, however, that when an employee is required during any tour to work two (2) hours or longer on a position which has a higher rate of pay than his regular position, he shall receive the higher rate for such time as he works thereon. In all transfers, the senior qualified employee on the shift shall have the choice of accepting or refusing the transfer, as long as there are other qualified employees on the shift.

(10.2) When an employee is assigned temporarily to a position which has a lower rate of pay than his regular position, no reduction in his hourly rate will be made if such assignment has been made for the convenience of the Company and work on such employee's regular position is available. When work on an employee's regular position is not available or the temporary assignment is not made for the convenience of the Company, he shall receive the rate of the lower paid position to which he is assigned for the time worked.

(10.3) A temporary transfer under this Article will not exceed ninety (90) calendar days. If the temporary transfer is of at least 30 days duration, no additional temporary transfer of the employee will be made within ninety (90) days after he is returned to his regular job. Exceptions can be made if mutually agreeable between the Union and the Company. When a temporary transfer is expected to exceed thirty (30) days, the union will be so notified in writing.

ARTICLE XI SENIORITY

(11.1) Seniority shall be recognized by Plant and Department.

(11.2) The following shall be recognized as Departments:

1. Warehouse
2. Maintenance
3. Factory

(11.2.1) For the purpose of overtime, the following shall be recognized as Workgroups:

1. Warehouse
2. Maintenance
3. Line 1
4. Line 2
5. Independence

(11.3) Newly-hired employees shall enjoy no seniority rights until after completion of the ninety (90) day trial period described in Article II (2.2).

(11.4) For all employees who have completed the ninety (90) day trial period and have been retained in the employ of the Company, Plant Seniority shall be the date of hire. Seniority of employees hired on the same day will be determined by alphabetical order of the first letter of their last name. However, if last names are the same, first initial of first name will be used.

(11.5) Plant seniority shall be lost by voluntarily leaving the employ of the Company, by justifiable discharge, by death, by three (3) consecutive days unexplained absence, or by failure to return to work within seven (7) working days after receipt of notice to return after having been laid off because of lack of work. An employee with less than three (3) years of service who is laid off for a period of twelve (12) months will lose all seniority rights. An employee with three (3) or more years of service who is laid off for a period of twenty-four (24) months will lose all seniority rights.

Should an employee become disabled, he shall retain his seniority for one (1) year, if he has less than three (3) years service; or for two (2) years with three (3) years up to fifteen (15) years of service, or for three (3) years with more than fifteen (15) years of service. At the end of this period, the employee will be retained on the seniority list only if the company is furnished with a physician's statement to the effect that improvement is evident and the employee will return to work within the next six (6) months. Thereafter, should the employee be unable to return to full time, non-restricted work, he shall be terminated.

(11.6) All transfers shall be considered permanent except where an employee is transferred temporarily on a day-to-day basis, which shall not exceed ninety (90) consecutive days unless mutually agreed upon by the Company and the Union.

(11.7) In the case of promotion, demotion, reduction in force within a Department, recall or temporary lay-off, which is defined as a period of two (2) consecutive weeks or less, the following factors will apply:

1. Plant seniority.
2. Ability to perform the work available.
3. Physical fitness, to the extent that it relates significantly to occupational hazards or relates substantially to job performance.
4. Qualified (Capable of performing the duties of the job without further training.)

If factors two, three, and four are relatively equal, then factor one will control. Factor four will not apply in cases of job bidding.

For the purpose of job bidding:

The Factory, Warehouse, and Storeroom shall be considered one (1) department and the awarding of bids will be based on Plant Seniority.

Maintenance shall be considered one (1) department and the awarding of bids will be based on Department Seniority.

(11.8) When conditions arise that warrant a reduction in the work force involving a layoff for a period of more than two (2) consecutive weeks, displaced employees may, at that time, exercise their Plant Seniority and transfer to a position under the following guidelines:

(11.8.1) For periods less than or equal to thirty (30) days, the employee must first transfer to a position within their department for which they are fully capable to perform the duties of the job without further training. If employee is unable to slot themselves within their department, they may use their plant seniority and transfer to a position within the plant for which they are fully capable of performing the duties of the job without further training.

(11.8.2) For periods greater than thirty (30) days, but less than or equal to ninety (90) days, the employee must first transfer to a position within their department for which they are fully capable of performing the duties of the job with no more than one (1) week of training. If the employee is unable to slot themselves within their department, they may use their plant seniority and transfer to a position within the plant for which they are fully capable of performing the duties of the job with no more than one (1) week of training. An employee will have a maximum of one (1) attempt at this type of transfer. An employee unable to slot themselves under the above provisions will have the right to displace the least senior employee Plant-wide, for which they meet the bid requirements, and be trained in the position as if they had bid to the position.

(11.8.3) For periods greater than ninety (90) days, the employee may use their plant seniority and transfer to a position within the department and will be trained in the position as if they had bid to it. If the employee is unable to slot themselves within their department, they may use their plant seniority and transfer to a position within the plant, for which they meet the bid requirements, and will be trained in the position as if they had bid to it. The employee will have a maximum of one (1) attempt at this type of transfer. An employee unable to slot themselves under the above provisions will have the right to displace the least senior employee Plant-wide, for which they meet the bid requirements, and be trained in the position as if they had bid to it.

(11.8.4) In cases where a classification, position, or department are permanently eliminated (greater than one (1) year without any foreseeable changes) the displaced employee may, at that time, use their plant seniority and transfer to any position within the plant, for which they meet the bid requirements, and will be trained in the position as if they had bid to it. The employee will have a maximum of one (1) attempt at this type of transfer. An employee unable to slot themselves under the above provisions will have the right to displace the least senior employee Plant-wide, for which they meet the bid requirements, and be trained in the position as if they had bid to it.

(11.8.5) In cases where a classification or shift is temporarily eliminated, not involving a layoff, employees holding that classification may exercise their seniority within the classification. If their seniority is not sufficient to allow such transfer, they will perform available work and maintain their rate, or a higher rate if applicable, for a period not to exceed 90 days, absent mutual agreement of the Company and Union. All employees shall return to their classification after the classification or shift has been re-established. In cases where the temporary elimination exceeds 90 days, or leads to layoffs, the language at the beginning of this section will apply.

(11.9) An employee who was transferred to another job to avoid lay-off or due to reductions in the workforce, must return to their regular job as soon as their seniority allows them to return, for a period not to exceed six (6) months from the time of transfer. After six (6) months, and up to twenty-four (24) months, the employee shall maintain the right to return to their regular job, as long as the employee has not been awarded a bid to another job classification during the period of transfer. Should said employee, during the period of transfer, accept a bid to another job classification, the employee may exercise the option to retain the new bid job or return to his regular bid job for a period not to exceed six (6) months from the time the bid is awarded.

(11.10) Job Bidding:

(1) When a permanent opening occurs in a new or existing classification within the bargaining unit, notice of such opening shall be posted on the departmental bulletin boards from either (a) 12:00p.m. Monday to 12:00p.m. Monday of the following week or (b) 12:00p.m. Friday to 12:00p.m. Friday of the following week. No posting will be made over a holiday period. The notice shall list the shift, classification, description, and rate of such position and shall have clearly stamped on it the date and time of posting. During the posting period, any employee in the Department may bid for the job by signing the posting. Following the posting period, the Company shall select the most able bidder in accordance with paragraph (11.7) of this Article. At this time, the Union shall receive a copy of the bid posting identifying the most able bidder. An employee who refuses an opening following his selection as most able bidder will be prohibited from bidding for 6 months, unless the refusal is based upon his selection as most able bidder for another position. The Company shall provide the Union with a written dated copy of the employee's refusal within seven (7) days.

An employee on vacation or leave of absence, not to exceed 30 days, shall be eligible to bid for openings during their absence, provided written notice is given to the Company of his interest in those jobs prior to each period of his absence.

If no bidder can be selected from the Departmental posting, a same notice of the opening shall be posted on the Plant bulletin board for a period either (a) 7:00 a.m. Monday to 7:00 a.m. Friday or (b) 7:00 a.m. Thursday to 7:00 a.m. Monday. No posting will be made over a holiday period. During this posting period, any employee in the Plant may bid for the job by signing the posting. Following the posting period, the Company shall select the most able bidder in accordance with paragraph (11.7) of this article.

The successful bidder will assume the position within 21 calendar days following the posting period, or receive the higher rate of pay.

If no able bidder can be selected from the Plant wide posting, the Company shall fill the opening from other sources.

Departmental seniority will be a consideration for making shift assignment within a classification except where shift assignment is specified in the job bid.

The Company shall have the final decision in selecting successful job bidders, but this shall not be construed to prevent or curtail discussion thereof by the Union with the Company in accordance with regularly established procedures as set forth in the Agreement.

An employee who changes jobs and who fails, after a reasonable period, to make good in the new job, shall be returned to his former position and his seniority shall revert as if he had not changed jobs.

An employee who, during his first fourteen (14) calendar days, (training or performing the job) asks off the job and returns to his former job, shall not be allowed to bid on any job for a period of one (1) year. The Company shall provide the Union with a written dated copy of the employee's request within seven (7) days.

(2) The Company may temporarily fill an opening with any qualified employee until the proper one has been selected and is available for the position. This temporary period shall be for a period not to exceed thirty (30) working days unless otherwise agreed to by the parties.

(11.11) If an employee is promoted to a Supervisor, Supervisory Trainee, or clerical position and works no more than six (6) months in this capacity, and either his services are no longer required or he asks to return to the bargaining unit, he shall be reinstated in his former position and his period of service on the Supervisor, Supervisory Trainee or clerical capacity shall constitute a part of his seniority record in the same manner as though he had never been promoted. If an employee works from six (6) months to twenty-four (24)

months as a Supervisor, Supervisory Trainee, or in a clerical position and after working for such longer period his services are no longer required in the non-bargaining unit capacity, he shall be reinstated as a bargaining unit employee wherever his seniority and qualifications allow him to return, but his period of service in the said non-bargaining unit position shall constitute part of his seniority for twelve (12) months only in the same manner as though he had not been promoted.

After twenty-four (24) months in the non-bargaining unit position, his seniority in the bargaining unit shall cease. Any employee terminated for just cause or other performance-related reasons will not be eligible for reinstatement in the bargaining unit.

Temporary supervisors needed during seasonal production surges or to replace Supervisors, Supervisory Trainees, or clerical positions, who are absent due to vacation, sickness or other justifiable reasons will accumulate their seniority in the same manner as though they had never been promoted. The transfer of a temporary supervisor will not exceed ninety (90) continuous days except by the mutual agreement of the Company and the Union.

Once each Contract year, applications by employees for transfer from one Department to another will be accepted, and transfers will occur at the time of the opening. Transfers will then be made before new employees are hired during the calendar year. One transfer only is permitted under this provision.

(11.12) Any overtime work in a Department following and related to an emergency such as fire, structural damage, etc. shall, be performed by employees within that Department.

ARTICLE XII STRIKES AND LOCK-OUTS

The Union and the Company agree that there shall be no strikes, boycotts, lock-outs, slow-downs, or similar interruptions of work during the life of this Agreement.

ARTICLE XIII UNION COMMITTEES

(13.1) The Union shall select from its members, employees of the Plant, a Union Committee not to exceed six (6) members whose duties shall be to see that this Contract is not broken by either the employees or employer. This Union Committee will represent the employees in all matters appropriate for collective bargaining including grievances. The Union will supply the Company with the names of all committee persons, in writing, and any subsequent changes.

The Union may appoint a steward whose duties will be limited to first level grievance processing and representation of employees when disciplinary action is taken.

(13.2) Any time spent by a committee person attending grievance meetings with representatives of the Plant management or other meetings scheduled at the request of the company shall be considered as time worked.

(13.3) Any time spent by a committee person attending contract negotiations with representatives of the Plant management shall be assumed to be scheduled for first shift on days in which contract negotiations are held and will not be expected to work any other shift at the plant. Compensation therefore will be computed and paid in the regular manner as though the time had been worked on the first shift with a minimum of eight (8) hours not to exceed eight (8) hours.

ARTICLE XIV BULLETIN BOARD

The Union shall be provided a bulletin board in each department, in the employee entrance lobby, and in the Independence area, for its exclusive use, for the purpose of posting legitimate notices and other information of interest to the members of the Union, provided that before they are posted, all such notices shall first be presented to the Plant Manager for his information and they shall be signed by a duly-authorized Union official.

ARTICLE XV UNION INSPECTIONS

A representative of the Union shall be given every reasonable opportunity to determine whether the terms of this Agreement are being complied with, provided, however, that the representative shall first apply to the Plant Manager of the Company and will not conduct any investigation inside the Plant during working hours unless permission to do so be granted by the Company in advance.

ARTICLE XVI GRIEVANCE PROCEDURE

(16.1) Step 1: Should differences arise between the Company and Union or its members employed by the Company, such grievances shall be reported by the employee within three (3) days from the date of circumstance giving rise to differences, to the foreman in charge. The employee may have a steward present if he wants.

(16.2) Step 2: If not settled under step 1, the steward or a committee member shall report it in writing to the Department Superintendent within seven (7) days on the established form. The grievance shall be signed by the aggrieved employee and the Superintendent or his designate will respond in writing within 10 calendar days of receiving the grievance.

(16.3) Step 3: If not resolved in step 2, the Union shall have 10 days from the receipt of the Superintendent's answer to refer the grievance to the Plant Manager. The Plant Manager will meet with the local Committee within 5 days of his receipt of the grievance. The Plant Manager will respond in writing within 5 days following the grievance. The Committee will respond in writing as to status of the grievance within 5 days of the receipt of the Plant

Manager's answer. If the grievance is not resolved, it shall be referred in writing to the International Union, with a copy to the Plant Manager.

(16.4) Step 4: The Plant Manager will meet with the International Representative and the Committee within 10 days of the referral to the International Union. The parties will respond in writing as to their positions. If not resolved, either party may refer the grievance to Arbitration within 10 days of the written answer.

The parties will then select an impartial arbitrator from a list of seven (7) arbitrators supplied by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding upon the parties. The Company and the Union shall alternately strike one name from the list; the remaining name will be the arbitrator. The Company and the Union will alternate in striking the first name.

No more than one grievance shall be presented before the same arbitrator at the same hearing unless mutually agreed upon by both parties.

It is understood that a written grievance can only reach binding resolution when so determined by the appropriate Union and Company representatives in their respective steps of the procedure, or by the jointly selected arbitrator.

(16.5) The Company and the Union shall each bear the expense of its own representatives and the expense of the arbitrator shall be borne equally by the company and the union.

Only those matters involving interpretation of this Agreement and alleged violations of its terms shall be subject to arbitration, jurisdiction of the arbitrator is limited to:

1. Adjudication of issues which, under the terms of this Agreement, are subject to submission to arbitration, and
2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue, and

3. A decision or award which is not contrary to, and which in no way adds to, subtracts from, or alters the terms of this Agreement.

(16.6) Discharge or suspension of an employee (not including a temporary lay-off) shall be based on just and sufficient cause with full explanation given to the employee in writing. If an employee claims to have been unjustly discharged, or suspended during the life of this Agreement, grievance proceedings must be initiated within seven (7) days of discharge or suspension.

(16.7) It is understood that all time limits set forth in Paragraphs (16.1), (16.2), (16.3), (16.4), and (16.6) above within which the various steps in the grievance procedure are to be taken may be, by mutual consent of the Company and the Union, extended for reasonable periods, it being recognized that there may be times when circumstances beyond the control of the parties might prevent the accomplishment of the various steps within the time limits herein provided. It is agreed, however, that at all times, every reasonable effort will be made to arrive at a speedy and satisfactory solution of all grievances which may arise hereunder.

(16.8) Either party to this agreement may call in witnesses who can contribute to the grievances at meetings under Paragraphs (16.1), (16.2), (16.3), and (16.4).

ARTICLE XVII UNION COOPERATION

(17.1) The Union agrees to uphold the rules and regulations of the Company in regard to punctuality in attendance and returns from rest periods, absenteeism, conduct on the job and all other reasonable rules and regulations established by the Company.

(17.2) The Union agrees to cooperate with the Company in maintaining and improving safe working conditions and practices and in improving the cleanliness and good housekeeping of the rest rooms, Departments, machines and equipment throughout the Plant.

(17.3) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Company in the installation of such methods and the education of the Union members for the initiations of such changes and improvements.

(17.4) The Company and the Union recognize their responsibility to strive to create and maintain a positive work environment by:

- Supporting the performance of the plant as well as individual co-workers.
- Work within the plant and company belief statements.
- Continually seek opportunities to improve operations and quality.

In summary, the Company, Union and employees recognize that continuous improvement through teamwork is needed to ensure the Company's viability in the market place.

**ARTICLE XVIII
FUNERAL LEAVE**

If requested by the employee, a leave of absence with pay shall be granted to a maximum of three (3) consecutive days (four days in case of spouse) where death or deaths occur in the employee's immediate family. Immediate family, for the purpose of this provision, shall be the employee's mother, father, sister, brother, spouse, children, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents, stepparents, or legal guardian. Pay for such leave shall be limited to eight (8) hours in each day at the employee's straight-time job rate (including shift differential if applicable). The days of the leave of absence for which employees shall receive pay will be limited to those days on which the employee is scheduled to work and does not work. This leave may be taken on any consecutive days as long as one of the days is the day of the funeral.

**ARTICLE XIX
JURY DUTY**

Upon certification of the Court Clerk, a regular employee who loses time from a scheduled tour or shift because of jury duty shall be paid the difference between his job rate (including shift differential if applicable) for eight (8) hours and the daily jury duty fee, subject to the following:

- (a) An employee scheduled on the second shift who is dismissed by the Court prior to 12:00 noon of that day will not be considered as having been on jury duty and will be paid only for hours actually worked on his shift.
- (b) An employee scheduled on the third shift, who is ordered to report for jury duty on the day his shift ends, will be excused from that shift and paid as provided above.

ARTICLE XX LEAVE OF ABSENCE

A leave of absence may be granted for good cause. An employee requesting a leave of absence shall make written application and present it to his supervisor. Approved copy of a leave of absence shall be furnished to the employee and the Union. Seniority will accumulate during such approved leave. Any employee overstaying a leave shall be considered as having voluntarily left the service of the Company, and membership in the Local Union, unless an approved extension has been granted by both the Company and the Union. No leave of absence may be granted over thirty (30) days except by mutual agreement between the Company and the Union.

Employees will not have to use any vacation time as part of an FMLA leave.

ARTICLE XXI MILITARY LEAVE

(21.1) Any regular CertainTeed employee who is inducted for training and service under the Universal Military Training and Service Act shall have such re-employment and his rights and privileges, as provided by said Act and any amendments thereto.

(21.2) Employees who are members of the National Guard or the Reserve Corps of any branch of the military forces of the United States may be granted Leaves of Absence in the event they are called for active military duty. When such an employee is called for regular two weeks military training, he or she will be entitled to receive compensation in an amount equal to the difference between the amount received from the government for the training and his or her normal wages for the same two week period. The employee will be credited with the time in the determination of vacation and holiday eligibility. Notice for the training leave must be made at least two weeks in advance.

**ARTICLE XXII
EMPLOYEE'S ADDRESS**

Each employee covered by this Agreement is, at all times, responsible for having his correct address and telephone number on file at the Plant office. All notices to employees expressly or implied to be given under this Agreement shall be deemed to have been properly given if mailed to the last given address on file or if made by telephone, to the last phone number on file, where no written notice is required. Up-to-date lists will be given to the Union from time to time.

**ARTICLE XXIII
NO DISCRIMINATION**

The Company and the Union agree that there will be no discrimination against any employee because of his race, creed, color, sex, age, handicap, veteran status or National Origin.

The use of the masculine pronoun, with respect to employees, shall refer to both male and female employees throughout this Agreement.

**ARTICLE XXIV
WORK BY EXCLUDED EMPLOYEES**

No excluded employee shall regularly perform work customarily performed by Union members covered by this Agreement if their doing so will displace such members. The foregoing will not prevent excluded employees from performing work in the course of instructing employees, emergencies, start up, new equipment, or returning employees, and similar situations.

ARTICLE XXV SAFETY COMMITTEE

A Safety Committee made up of employee representatives from the Union and management will meet on a regular basis (at least monthly) in an effort to provide safe working conditions and practices. The number of such participants and duration of such meetings shall be subject to approval by the Company, based on business requirements. The recommendations shall be given consideration. Written Safety Committee minutes shall be given to the Union Committee.

The parties recognize that safety-oriented meetings may occur from time to time outside of the schedule of the Safety Committee indicated above. When meetings occur, the Union may appoint representatives of the bargaining unit to participate. The number of such participants and duration of such meetings shall be subject to approval by the Company, based on business requirements.

ARTICLE XXVI BENEFIT PLANS

(26.1) The Company agrees to provide the Saint-Gobain Flexible Benefit Program to all eligible bargaining unit employees during the life of this agreement. The menu of options and employee costs available to the bargaining unit employees will be the same as those provided to non-bargaining unit employees except as outlined in Exhibit B attached hereto and made a part of this agreement.

(26.2) The Saint-Gobain Corporation 401(K) Program for Union employees will be implemented on or before February 1, 1996. After one year of service employees will become eligible for the 401K plan. The Company will match 50% of an employee's contributions up to 4% of base wages as defined, for six years beginning on the later of the Company match effective date and date of hire. After six years of eligibility, the Company will match 100% of that employee's contributions up to 4% of base wages. Participants are 100% vested in all contributions, including Company match. Details are available in the plan document.

**ARTICLE XXVII
PENSION**

(27.1) There shall be a Company paid pension plan as agreed to and outlined in Exhibit C attached to and made a part of this Agreement.

(27.2) Bargaining unit employees hired before November 1, 2009 are automatically a member of Saint-Gobain Hourly Rated Employee Pension Plan.

(27.3) All bargaining unit employees hired on or after November 1, 2009 shall be covered by the Saint Gobain Retirement Accumulation Plan in lieu of the Saint-Gobain Hourly Rated Employee Pension Plan, as outlined in Exhibit C.

**ARTICLE XXVIII
CONTRACT BOOKS**

The company shall provide to all employees a copy of the labor agreement, in book form, at no cost to the employee or union.

**ARTICLE XXIX
RIGHTS OF MANAGEMENT**

(29.1) The Management of the Company Plant, the direction of the working forces, including the right to hire, transfer and suspend or discharge any and all employees for proper cause, the right to relieve employees from duty because of lack of work, or for other legitimate reasons, the right to determine the extent to which the Plant shall be operated, and to change methods or processes, or to use new equipment, the right to establish schedules or production, to introduce new or improved products, methods or facilities, and to extend, limit or curtail its operation when in its sole discretion it may deem it advisable to do so, is vested exclusively in the Company; provided that these rights will not be used for purposes of discrimination against members of the Union or in conflict with any of the terms of the Agreement. Employees of the Company shall observe the rules and regulations which the

Company may post from time to time, and upon failure so to do shall be subject to discipline, suspension, or discharge by the Company. However, none of said rules and regulations shall conflict with the terms of the Agreement.

(29.2) Any of the rights, powers, or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement.

**ARTICLE XXX
UNIFORMS**

Company will furnish uniforms for all bargaining unit employees who desire to have such service.

Carhartts will be provided for all those positions requiring mostly outside work.

**ARTICLE XXXI
SAFETY EQUIPMENT**

(31.1) The Company requires employees to wear the proper safety equipment throughout the plant. The Company will contribute the following amount each year toward purchase of approved safety shoes.

Effective Nov. 1, 2009	\$155.00
Effective Nov. 1, 2010	\$165.00
Effective Nov. 1, 2011	\$175.00

(31.2) For employees who are required to wear prescription glasses, the Company will pay for prescription safety glasses and frames. The employee will be responsible for all costs associated with eye examination.

**ARTICLE XXXII
DURATION**

(32.1) The Company and the Union agree that they will abide by this Agreement and that it shall remain in force up to and including October 31, 2012, and thereafter from year to year provided, however, that either party desiring to make any change herein may open this Agreement by notifying the other party therein, in writing of such desire at least sixty (60) days prior to October 31, 2012, or at least sixty (60) days prior to October 31 of any

succeeding year. Upon its effective date, this Agreement shall cancel and supersede all previous Agreements between the parties hereto.

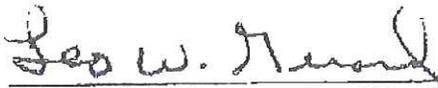
(32.2) This Agreement expresses the full and complete understanding of the parties and can be added to, subtracted from or otherwise modified only by express agreement of the CertainTeed Corporation and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of Local Union No. 5-363.

(32.3) At any time after the Anniversary date, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten (10) days. Such notice shall state the intended termination date. All the provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

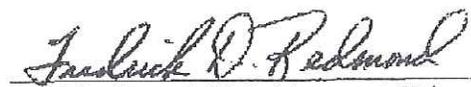
If the parties have failed to resolve their differences before this specified date, all obligations under this Agreement are automatically canceled.

IN WITNESS WHEREOF, we hereunto set our hands on this day and year first written above.

USW INTERNATIONAL UNION


Leo W. Gerard, International President


Stanley W. Johnson, Secretary-Treasurer

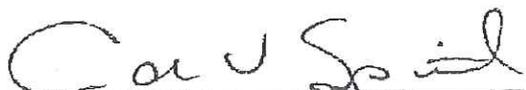

Fred Redmond, V.P. Human Affairs

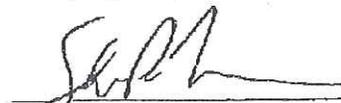

David R. McCall, District 1 Director


Rick D. Vermillion, Staff Representative

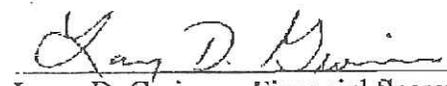
LOCAL UNION #3-363


James Kimberlin, President

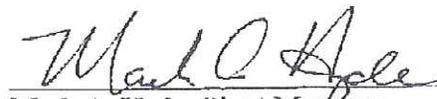

Andy Spittler, Vice President


Steve Knudsen, Chief Steward


Darrell L. Charlton, Recording Secretary


Larry D. Gwinner, Financial Secretary

CERTAINTEED CORPORATION


Mark A. Hyde, Plant Manager


Edward Miller, Human Resources

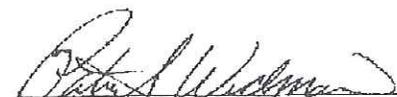

Patrick Widman, Operations Manager

EXHIBIT A
WAGE SCHEDULE

Wage Schedule attached and made a part of Agreement of November 1, 2009, between CertainTeed Corporation and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of Local Union No. 5-363, Avery, Ohio, hereinafter, referred to as the Union.

CLASSIFICATION	Effective	Effective	Effective
Factory	<u>11/1/09</u>	<u>11/1/10</u>	<u>11/1/11</u>
Coater Operator	\$22.35	\$22.80	\$23.26
Safety/Procedure Writer	\$21.64	\$22.07	\$22.51
Surface Inspector	\$21.64	\$22.07	\$22.51
CTL Cutter Operator	\$21.63	\$22.06	\$22.50
Laminator Operator	\$21.23	\$21.65	\$22.08
Relief B/E	\$21.18	\$21.60	\$22.03
Factory General	\$21.03	\$21.45	\$21.88
Cutter Operator (line #1)	\$20.65	\$21.06	\$21.48
Fin. Prod. Inspector	\$20.50	\$20.91	\$21.33
Pattern Cutter Operator	\$20.84	\$21.26	\$21.69
Dry End Operator	\$20.13	\$20.53	\$20.94
Front End Utility (line #1)	\$20.01	\$20.41	\$20.82
Front End Utility (line #2)	\$20.49	\$20.90	\$21.32
Wrapper Operator	\$19.92	\$20.32	\$20.73
Independence Operator	\$19.91	\$20.31	\$20.72
Raw Material Unloader	\$19.77	\$20.17	\$20.57
Lift Truck Operator	\$19.77	\$20.17	\$20.57
Checker	\$19.38	\$19.77	\$20.17
Laborer	\$18.17	\$18.53	\$18.90
Storeroom Attendant	\$19.58	\$19.97	\$20.37

CLASSIFICATION	Effective	Effective	Effective
Maintenance	<u>11/1/09</u>	<u>11/1/10</u>	<u>11/1/11</u>
Electronic Technician*	\$24.31	\$24.80	\$25.30
Multicraft*	\$23.58	\$24.05	\$24.53
Electrician 1st Class*	\$23.28	\$23.75	\$24.23
Maintenance Mechanic*	\$23.01	\$23.47	\$23.94
Machinist 1st Class*	\$22.97	\$23.43	\$23.90
Millwright 1st Class*	\$22.53	\$22.98	\$23.44
Boiler Operator	\$22.34	\$22.79	\$23.25
Electrician 2nd Class*	\$21.25	\$21.68	\$22.11
Millwright 2nd Class*	\$20.93	\$21.35	\$21.78
Maintenance Trainee	\$20.20	\$20.60	\$21.01
*\$.20 per hour tool allowance			
Painter	\$20.20	\$20.60	\$21.01
Warehouse			
Warehouser	\$20.09	\$20.49	\$20.90

Each employec in the Factory will be allowed two (2) paid relief periods of ten (10) minutes each and one (1) twenty minute paid lunch during the course of a shift.

As is now being done, two (2) paid relief periods of ten (10) minutes each during the course of a shift will be allowed each employecc in Warehouse Department.

As is now being done, Maintenance breaks for eight (8) hour shifts will be two ten (10) minute periods or one twenty (20) minute period.

**EXHIBIT B
GROUP INSURANCE**

Life Insurance (Employee Only)

Effective January 1, 2011, the Company will provide sufficient Flex dollars for the purchase of \$30,000 of term life insurance. Employees may elect other amounts if they so choose.

Effective January 1, 2012 the Company will provide sufficient Flex dollars for the purchase of \$35,000 of term life insurance. Employees may elect other amounts if they so choose.

Accidental Death and Dismemberment Insurance (Employee Only)

Effective January 1, 2011, the Company will provide sufficient Flex dollars for the purchase of \$25,000 of AD&D Insurance. Employees may elect other amounts if they so choose.

Weekly Sickness and Accident Benefits (Employee Only)

Effective November 1, 2009.....	\$530
Effective November 1, 2010.....	\$560
Effective November 1, 2011.....	\$590

Maximum 26 weeks. Benefit period begins 1st day unable to work for covered accident; 8th day unable to work for covered sickness.

HEALTH & DENTAL INSURANCE

The current POS and PPO plans will continue through December 31, 2010. The POS Plan will be discontinued effective January 1, 2011.

Effective January 1, 2011, the Saint-Gobain Flexible Benefit Program will be implemented. Employee contributions will be based on 20% of the composite rate of the low cost plan limited to the CAP amounts each year as follows:

	<u>01-01-10</u>	<u>01-01-11</u>	<u>01-01-12</u>	<u>01-01-13</u>
POS (Cap)	\$276	N/A	N/A	N/A
PPO (Caps)	\$202	\$225	\$275	\$350
HRA (Caps)	N/A	\$150	\$175	\$200
Dental (Basic)	0%	0%	10%	20%
Pharmacy(Any)	0%	0%	10%	20%

EXHIBIT C

Outline of Retirement Plan for Hourly-Rated employees to become effective November 1, 1972, with respect to Avery, Ohio Plant, CertainTeed Corporation.

ELIGIBILITY

Bargaining unit employees hired before November 1, 2009 are automatically a member of Saint-Gobain Hourly Rated Employee Pension Plan.

All bargaining unit employees hired on or after November 1, 2009 shall be covered by the Saint Gobain Retirement Accumulation Plan (RAP) in lieu of the Saint-Gobain Hourly Rated Employee Pension Plan.

**EMPLOYEES COVERED UNDER SAINT-GOBAIN HOURLY RATED
EMPLOYEE PENSION PLAN:**

SECTION 1: RETIREMENT AT AGE 65

If you wish, you may retire the first day of any month within 10 years before your age 65 retirement date, provided you have completed 15 years of credited service.

Your pension will be based on your years of credited service up to your early retirement date and you may elect either to receive a full amount of pension commencing on your age 65 retirement date or an actuarially reduced pension commencing immediately upon your early retirement.

SECTION 2: CONTRIBUTIONS

CertainTeed Corporation will pay the entire cost of the retirement benefits described in this exhibit. You are not required to make any contributions.

SECTION 3: RETIREMENT PENSIONS

The CertainTeed Corporation hourly rated Employees' Pension Plan as filed with the I.R.S. as of 2/1/95 including Appendix I which pertains specifically to the Avery Plant and which is made part of the plan, shall be continued in effect with the following modifications.

Effective November 1, 2009, the monthly amount of your pension will be equal to \$42.00 for each year of credited service:

Effective Nov. 1, 2010.....\$43.00
Effective Nov. 1, 2011.....\$44.00

SECTION 4: TOTAL AND PERMANENT DISABILITY RETIREMENT

If you become totally and permanently disabled while an employee of CertainTeed due to an unavoidable cause and at that time have completed 15 years of credited service, you will be eligible for a disability pension. Your monthly amount of disability pension will be the effective multiplier times your number of years of credited service. This disability pension will be payable from the date it is approved up until you recover, die, or attain age 65, whichever is earliest.

You must be totally and permanently disabled for six (6) continuous months, have been awarded disability benefits under the Federal Social Security Act, and the disability must be of such a nature that a qualified physician certifies that in his opinion it will be total and continuous for the rest of your life in order for you to be eligible for disability pension. If your disability pension has not terminated when you reach 65, it will then cease and you will be eligible to receive a pension computed as for retirement at age 65, but based on your years of credited service up to the date the disability began.

SECTION 5: RETIREMENT PENSION PAYMENTS

Pensions will be paid at the beginning of each month. The first payment of your pension will be made on your retirement date.

SECTION 6: SOCIAL SECURITY

No reduction from retirement pensions under the plan will be made on account of old age assistance granted under Title 1 of the Social Security law or on account of primary old age and survivor's Social Security benefits under Title 2 of the Law, as now or hereafter in effect.

SECTION 7: VESTING

After five (5) years of credited service you will have vested interest in the Retirement Plan to the extent that if your services are terminated after that length of service, you will retain the right to your accrued pension benefits to commence at age 65, or earlier if eligible.

SECTION 8: ADMINISTRATION

The Company shall be responsible for the general administration of the plan and for carrying out its provisions. The corporation reserves the right to utilize any insurance company or corporate trustee which it desires for purposes of financing the benefits.

SECTION 9: BENEFITS CANNOT BE ASSIGNED

Unless otherwise provided by law, the benefits under the plan are not assignable.

SECTION 10: OPERATION OF THE PLAN

Company contributions are accumulated, and when the Company reports that retirement income is to be provided for you, an amount will be withdrawn from the available accumulation and will be applied to purchase the retirement income. Once the retirement income has been purchased, it will be paid to you in accordance with the plan provisions.

SECTION 11: AMENDMENT OR DISCONTINUANCE OF THE PLAN

The Company hopes and expects to continue the plan indefinitely, and every effort has been made to arrange the plan so that it will meet future conditions in so far as they can be foreseen. In order to protect the Company against unforeseen conditions, however, the Company reserves the right, at any time, to amend or discontinue the plan.

In the event of discontinuance of the plan, accumulations will be allocated to eligible members in accordance with the terms of the plan.

TOOL REPLACEMENT

Employees whose tools are broken while performing their duties will have said tool replaced by the Company with a tool of like quality. Employees who abuse this program will be subject to corrective action, up to and including discharge.

MEMORANDUM OF UNDERSTANDING TEMPORARY SUPERVISORS

Per the Labor Agreement the Company reserves the right to utilize bargaining unit employees as Temporary Supervisors. No employee shall have the right to this assignment, but will be chosen by the Company. Employees who are interested in being utilized for this purpose should so inform the department Superintendent.

For the period of time a bargaining unit employee is assigned to the Temporary Supervisor position, he will be precluded from performing bargaining unit work except as outlined in Article XXIV. Temporary Supervisors will be paid a rate equal to 5% above the highest rate they directly supervise.

ADDENDUM TO AGREEMENT BETWEEN CERTAINTIED CORPORATION AND THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW), AFL-CIO, CLC ON BEHALF OF LOCAL UNION NO. 5-363

This Agreement entered into by and between the the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), AFL-CIO, CLC on behalf of Local

Union No. 5-363, and Certain Feed Corporation, Avery, Ohio, is applicable to all employees assigned to twelve (12) hour shift rotations on the shingle lines in the Roofing Factory, including Maintenance employees so assigned.

12 HOUR SHIFT LANGUAGE

The regular work day shall be twelve (12) hours and the regular work week will be Monday through Sunday, inclusive. The work week for employees in all departments shall be scheduled no later than Wednesday, 3:00 p.m. of the preceding week.

For those employees engaged in continuous operations, the fixed shifts will be designated 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.

When working the four (4) crew seven (7) days a week rotation (Exhibit D), all hours in excess of twelve (12) hours per day or forty (40) hours per week will be paid at the rate of time and one-half

When working on the four (4) crew six (6) days a week rotation (Exhibit E) or the two (2) crew rotation, all hours in excess of eight (8) hours per day will be paid at the rate of time and one-half, provided the employee works all other regularly scheduled time that week.

All work performed on scheduled days off will be paid at the rate of time and one-half, provided the employee works all other regularly scheduled time that week. An exception to these provisions will be made provided employees, upon returning to work, furnish medical evidence that they were unable to work. To be considered scheduled, the day(s) must be posted and assigned the Wednesday prior to the week of its occurrence.

Unscheduled overtime, caused primarily by absenteeism, will be filled and the following procedure will be adhered to in the order prescribed, provided the Company has been notified of an absence one and one half hours prior to the beginning of the scheduled shift.

- (1) The first four (4) hours will be offered to the employee performing the job on the off-going shift. It will then be offered to other qualified employees by seniority on the off-going shift in the workgroup. This will be accomplished by an announcement on the plant-wide public address system of the available overtime. A twenty (20) minute time frame will be allowed for employees to respond. If filled, the four hour process shall cease.
- (2) If not filled, the last four hours will be offered to the employee holding the job on the on-coming shift within the workgroup.
- (3) Any remaining hours will then be offered to the employee holding the job on the matchup shift within the workgroup.
- (4) If all the hours are not filled in Steps 1 and 2 then, any remaining hours will be offered to the employee holding the job within the workgroup on his day off.
- (5) If the hours are still not filled, it may be offered to any qualified bargaining unit employee at the Company's discretion.

If notification of absence is not properly made to the Company more than one and one half hours prior to the beginning of the scheduled shift, the Company may, at its discretion move directly to Step 5.

An employee who has been scheduled additional days due to vacations, or absenteeism of one week or less, etc., may be replaced if he obtains a qualified replacement and secures management approval. This is intended to provide a measure of relief for employees who are working an extended number of consecutive days and will not be used if doing so results in additional premium pay costs to the Company. Company approval will not be withheld arbitrarily.

Whenever possible, an employee should work no more than sixteen (16) hours in a day. All employees must be properly, relieved before leaving their work station.

VACATIONS

All vacations must be requested two weeks in advance of the first day (Monday) of the week in which the employee wants time off. Employees used as a vacation replacement must be notified by the means of a work schedule that is posted no later than two (2) schedules prior to the week in which the vacation will occur. If the Company does not give notification within the mentioned time-frame, then this coverage will not be mandatory.

To cover vacancies created by vacations, the opposite shift employee (days/days, nights/nights) will cover the 7 day, 12 hour vacancy.

FUNERAL LEAVE

Employees will be granted a funeral leave subject to a maximum of twenty-four hours pay (thirty-six hours in the case of a spouse). Time off will be granted up to the maximums specified in Article XVIII.

JURY DUTY

Upon certification of the court clerk, a regular employee who loses time from a scheduled tour or shift because of jury duty shall be paid the difference between the employee's job rate for twelve (12) hours and the daily jury duty fee, subject to the following:

An employee scheduled on the day shift who is released by the court prior to twelve o'clock noon (12:00) of that day must report to work and will be compensated only for the appearance and will be paid as provided above.

An employee on the night shift who is ordered to report for jury duty on the day his shift ends will be excused from the scheduled night shift following his court appearance and paid as provided above.

HOLIDAYS

The same holidays will apply to twelve (12) hour employees as are specified in Article VII. Holiday pay will also be as specified in Article VII, with the exception that employees being paid under the twelve (12) hour language will receive twelve (12) hours of holiday pay provided they meet all the requirements as specified in Article VII.

BREAKS

Lunch and relief periods for the Factory will consist of seventy (70) minutes for each full twelve hours worked. Relief assignments and break times will be determined by the shift supervisor at times as line operations permit.

WAGE RATES

Wage rates will be paid per Article IV.

Shift differential for the 12 hour night shift shall receive the third tour rate the entire shift.

EFFECTIVE DATES

This addendum shall supersede and replace the provisions of the Agreement noted as they apply to the defined areas and employees. It shall be effective and concurrent with the Agreement and remain in effect for the duration of the Agreement.

12 HOUR ROTATION SCHEDULES

Exhibit D

Four (4) Shifts Twelve (12) hour Seven (7) Day Rotation

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
AB	CD	CD	AB	AB	CD	CD
CD	AB	AB	CD	CD	AB	AB

Exhibit E

Four (4) Shifts Twelve (12) Hour Six (6) Day Rotation

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
AB	AB	AB	CD	CD	CD	Off
CD	CD	CD	AB	AB	AB	Off

MEMOS OF UNDERSTANDING BETWEEN CERTAINTEED AND USW LOCAL 5-363.

Production Overtime Letter of Understanding

The following procedure for scheduling production overtime for vacancies, known in advance, using the volunteer sign up list will be done as follows with due regard to seniority.

1. Employees holding the job bid.
2. Qualified employees in the workgroup.
3. Qualified employees in the department.
4. Qualified employees in the plant.

The priority is to cover all of the hours created by the vacancy. Accordingly, if a job bid holder signs for all of the hours posted on any given day, that individual will be awarded the overtime.

If, after posting the overtime, the company deems it necessary to cancel the overtime, the employee(s) scheduled will be offered the opportunity to perform available work.

LETTER OF UNDERSTANDING - INDIVIDUAL DAYS OF VACATION

Beginning in January 2009, each eligible employee in the bargaining unit with at least two (2) weeks of vacation as defined in Article IX Section 9.2, will have the option of splitting one (1) week of that vacation into individual days not to exceed five (5) days.

This provision will apply to employees under both the eight (8) and twelve (12) hour language.

The pay for each individual day of vacation will be 1/5 the eligible amount as defined in Article IX, Section 9.7

LETTER OF UNDERSTANDING – MAINTENANCE OVERTIME

The company and the union have agreed to schedule maintenance overtime in the following manner:

1. For scheduling purposes we will define Millwrights as those maintenance employees classified in a mechanical capacity and Electricians as those maintenance employees classified in an electrical capacity.

2. The company will maintain a two crew system. Crews will be referred to as Crew 1 and Crew 2, respectively.
3. When a full crew is needed a full crew will be scheduled.
4. When less than a full crew is needed, we will schedule the number of employees needed by seniority.

For example: if three Millwrights are needed, we will schedule the three senior Millwrights from the crew that would be normally scheduled to work the weekend. If two Electricians are needed, then the two senior Electricians will be scheduled from the crew that would be normally scheduled to work that weekend.

If a Millwright or an Electrician is scheduled, and wish to be off, they may secure a qualified replacement by following the proper steps for securing a replacement.

5. If only part of the plant is running and the Millwrights and Electricians are scheduled off, but it was their normal weekend to work, they will be asked first or scheduled first by seniority.
6. The company still maintains the right to schedule more than one crew if the need should arise.
7. In the case where more than one crew is needed, but less than two crews, the company will schedule from the second crew based on seniority.

LETTER OF UNDERSTANDING – WAREHOUSE OVERTIME

Article III, Section 3.2

The following describes the parties understanding of selecting employees for overtime with the intent of sharing such overtime as equally as practicable as described in

Article III, Section 3.2.

- The objective is to cover the vacancy by seniority and equalization. Equalization is considered an occurrence
- After posting a volunteer list on Monday, if any part of the vacancy exists on Thursday prior to the posting of the weekly schedule, warehouse employees, if in the opinion of the Company it is necessary to fill the job, will be assigned four (4) hours from the off-going or the on-coming shift beginning with the least senior person. If multiple vacancies exist, warehouse employees will be selected going up the seniority list. The vacancy list will be crossed off and will not be available after the schedule is posted.
- The selected warehouse employee may find a replacement to work the assigned hours. Replacements should be selected beginning with the most senior in the department.
- The senior employee will be awarded a minimum of four (4) hours as long as another employee signs for the remaining four (4) hours. Equalization of occurrences is a consideration.

Bid Shifts

In the warehouse Bid Shifts will be in place of classifications as in Factory and Maintenance

Weekend Overtime

- Weekend overtime will be distributed by shift and will be awarded starting with Sunday.
- When weekend vacancies occur they will be filled from the shift that the opening exists, then qualified by seniority.
- Day shift employees who have been voluntarily transferred to third shift, for the purpose of making weekend overtime frequency more equally distributed, will be considered as third shift employees. They will be considered as 3rd shift employees for weekend overtime only.
- If there is no weekend work available, the shift scheduled to work will be up for the following week.
- The weekend rotation will not start over at the beginning of each year it will be continuous.

Voluntary Overtime

- The first priority is to fill the hours needed
- Employees must be willing to work the hours needed
- Department equalization considered Monday thru Friday
- Equalization is considered by the occurrence of overtime.
- Filling the vacancy, Seniority and equalization will be the primary determinants for awarding overtime.

Replacements

- Replacements are the responsibility of the employee
- Replacements are restricted to 3 per year for non-extended work weeks
- Replacements for extended work weeks are unlimited
- Employees when selecting a replacement should ask the most senior person 1st.
- Weekend replacements should be selected from employees from the same shift by seniority who are not working the weekend, then any qualified by seniority.
- All replacements must be approved by management as noted on page 44 of the current Labor Agreement.

Article III, Section 3.5

The provision set forth in Article III Section 3.5 describes the procedure for filling a vacancy caused by an employee's absence. It is agreed that the term "man" in Section 3.5.1 and 3.5.2 will be changed to "senior man."

LETTER OF UNDERSTANDING TEMPORARY TRANSFER LANGUAGE

The Company and the Union agree to the following interpretation of the Temporary Transfer Language in Article X of the labor agreement.

1. Use call-in procedure.
2. Utilize Factory Generals if available.
3. Ask qualified employees in other work groups on the shift that may be available.
4. Then Temporary Transfer an available employee from their regular position.
 - a. Regular position is defined as any employee that is on the normal weekly schedule. Employees highlighted and scheduled for overtime will not be considered as regular positions.
 - b. The Company maintains the right to make certain work in those highlighted positions unavailable. However, the employee will maintain the right to refuse the transfer and leave without penalty under the attendance policy.

LETTER OF UNDERSTANDING WAREHOUSE OVERTIME OUTSIDE THE DEPARTMENT

Warehouse overtime that is generated by anticipated workload will be posted in the warehouse break room according to eight (8) hour contract language.

In the event that hours are not filled by warehouse bid holders, plant employees may sign and be awarded hours provided the employee(s) qualifications remain sufficient to perform all functions of the job. When there is not a discernable difference in qualifications the hours will be awarded by seniority.

Application of 8 Hour Call-in Language

When a vacancy exists in a job classification due to the absence of the employee scheduled on that job on an eight (8) hour crew, and if, in the opinion of the Company it is necessary to fill the job, the following procedure will be adhered to in the order prescribed: If notification of absence is properly made to the Company at least one and one half hours prior to the beginning of the scheduled shift,

	<u>1 shift</u>	<u>2 shift</u>	<u>3 shift</u>	<u>4 shift</u>
1	NA	YES	YES	-
2	NA	NA	YES	-
3	NA	YES	YES	-
4	YES	YES	YES	-

Application of 12 Hour Call-in Language

Unscheduled overtime, caused primarily by absenteeism will be filled and the following procedure will be adhered to in the order prescribed, provided the Company has been notified of an absence at least one and one half hours prior to the beginning of the scheduled shift.

1 shift 2 shift 3 shift 4 shift

1	The first (4) hours will be offered to the employee performing the job on the off-going shift. It will then be offered to other qualified employees, by seniority, on the off-going shift in the workgroup. This will be accomplished by an announcement on the plant-wide public address system of the available overtime. A 20 minute time frame will be allowed for employees to respond. If filled the (4) hour process will cease.	NA	YES	-	YES
2	If not filled, the last four hours will be offered to the employee holding the job on the on-coming shift within the workgroup.	NA	YES	-	YES
3	Any remaining hours will then be offered to the employee holding the job on the matchup shift within the workgroup.	NA	NA	-	YES
4	If all the hours are not filled in Steps 1 and 2 then, any remaining hours will be offered to the employee holding the job within the workgroup on his day off.	NA	NA	-	YES
5	If the hours are still not filled, it may be offered to any qualified bargaining unit employee at the Company's discretion.	YES	YES	-	YES

EXHIBIT 2

Memo

To: Department Managers

From: Mark Hyde

CC: All Supervisors
Union Committee

Date: 10/9/05

Re: Avery Smoking Policy

It continues to be glaringly apparent that we have several issues regarding the understanding of our smoking policy at the Avery Plant. Audits of the plant and property indicate that people are routinely smoking inside plant areas and outside of the designated areas. Smoking inside plant areas presents a serious fire hazard and will result in serious discipline for anyone found violating this policy.

Smoking is to be limited to **only** those outside areas designated as smoking areas. Those areas that are designated for smoking are to be maintained properly. This means that **all** cigarette butts and debris are to be placed in properly designated receptacles. If I continue to find cigarette butts in the plant, on the ground in the smoking areas, and along the plant parking lot and sidewalk areas, we will discontinue the allowance of any smoking on company property.

This policy also extends to the use of smokeless tobacco in the plant. While smokeless tobacco is not prohibited under the Company's smoking policy, people are expected to use proper consideration in its use. Anyone using smokeless tobacco on plant property is expected to use proper method of disposal for both saliva and discarded tobacco. This means that the user is to maintain some type of receptacle for containment and disposal. Any employee found "spitting" on the floor, into material dumpsters, etc. will be disciplined accordingly.

I expect each of you to take immediate action to correct these issues with all of your employees. Please communicate the current policy in all department and crew meeting, informing employees that any violations of the policy will result in progressive discipline. It is your responsibility to maintain and enforce this policy.

EXHIBIT 2

12160977.1 (OGLETRCT)

EXHIBIT 3

Use of the North Dock

Please be advised that the North Dock is now off limits for use as a break and/or smoking area. Due to its secluded location and the lack of business related activity, there is no safe reason for anyone to be in this locale.

Please utilize one of the following approved smoking areas:

- Pavillion
- Outside the Main Employee Entrance
- Outside the Southeast corner of the Main Office Building
- Warehouse Smoking Area

Your cooperation is greatly appreciated.

Thank you,

Ed Miller

Manager, Human Resources

Posted: 10/3/07

EXHIBIT 4

EXHIBIT 4

CertainFeed – Avery Plant

General Plant Rules

We believe our employees intend to give their best efforts toward the successful operation of our plant and will conduct themselves in an orderly fashion while on company property. Certain rules of conduct have been established in order to assure safe and efficient operations. It is true that the company's intention to administer discipline as necessary, fairly, and impartially under these rules of conduct.

All rules of conduct as listed will be uniformly applied to both salaried and hourly employees.

LEVEL I

Violation of the following rules could subject an employee to suspension pending termination of employment. The union committee will be notified as soon as possible before an employee is suspended. The severity and/or cumulative effect of the violation(s) and the employee's record of service with the company will be taken into consideration.

1. Insubordination or refusal to follow reasonable instructions from supervisory personnel, after consultation with union committee and next higher management level.
2. Violation of established safety rules or safety practices by committing an act in a malicious or willful manner.
3. Fighting, physical abuse or threats of physical harm to another person while on company Property.
4. Endangering other employees through horseplay or provocation.
5. Possession of fireworks, firearms or other weapons while on company property.
6. Leaving one's job without being properly relieved or clocking out of the plant earlier than the employees scheduled quit time without notifying the supervisor and attempting to allow the supervisor a reasonable amount of time to secure a replacement, not to exceed 30 minutes.
7. Intentional abuse, destruction or theft of company property of another employee; or the removal of company property from premises without supervisory permission.
8. Violations of Saint Gobain Corporation's alcohol and drug abuse policy and procedure as published or amended.
9. Violations of Saint Gobain Corporation's sexual harassment / hostile work environment policy as published or amended.
10. Sleeping at times when an employee is to be at his/her work station or on duty.
11. Unauthorized entry onto company property or into the plant for non-job related reasons at a time other than the employees scheduled shift without first notifying the supervisor.
12. Giving false or misleading information to company records, including but not limited to reports, documents, test results, employment applications.
13. Tampering with or punching in/out of another employee's time card.

EXHIBIT 4

LEVEL II

Below is a list of unacceptable behaviors for which an employee will be progressively disciplined per discipline procedure outlined below.

1. Violations of plant safety rules.
2. Indecent conduct/attire.
3. Abusing break periods.
4. Sustained poor job performance, including poor work attitude that negatively impacts the performance of others will be disciplined separately from other violations of general plant and safety rules.
5. Leaving one's assigned work area unattended without notifying the supervisor and allowing a reasonable time to secure a replacement.
6. Smoking in non-smoking areas.
7. Horseplay

DISCIPLINE PROCEDURE

The purpose of each level of discipline is to change unacceptable behavior.

The first step in the progressive disciplinary procedure is coaching and counseling. The purpose of this step is for the supervisor to point out the unacceptable behavior or poor performance and to discuss what action is needed to correct it. This is an oral warning that further infractions will lead to more severe disciplinary action. A notice of the meeting will be placed in the employees personnel file. Discipline records and warning slips which are one year old, or older, shall not be considered for purposes of disciplinary action under this policy. Records and warning slips issued within the last 12 months will be evaluated to determine the current disciplinary step.

The second step is a verbal warning and will be administered in the same manner as the first step.

The third step is a written warning and will be administered in the same manner as the prior step.

The fourth step is a final written warning and will be administered in the same manner as the prior step however that failure to improve conduct or performance will lead to termination.

The fifth step will be suspension pending termination of employment.

EXHIBIT 5

Safety Reminder Use of Cellular Phones

It is of the utmost importance that you concentrate on the task-at-hand while running machinery or operating forklifts.

As a reminder, please be advised that the use of any style cellular telephone is prohibited during working hours per the company work rules. You may only use them during break periods.

Please work safely, and thank you for your compliance.



Ed Miller

Manager, Human Resources

POSTED 1/23/07

EXHIBIT 6

EXHIBIT 6

Tobacco Free Facility

Beginning July 1, 2012 Saint Gobain has required that all business units become tobacco free.

What does this mean?

The use of all tobacco products such as snuff, chew, cigarettes, cigars and pipes will be prohibited on company property.

Will the use of e-cigarettes be permitted?

The use of e-cigarettes will not be permitted.

Who does this effect?

This effects all employees, visitors, customers, vendors, truck drivers... anyone setting foot on company property.

Can I still use tobacco products at home?

Yes.

Where can I smoke, in my car?

No, smoking will not be permitted anywhere on company property. Company property is defined as buildings, grounds, parking lots and company owned or leased vehicles.

What can I do to prepare for this?

The healthiest, but certainly not the easiest way to prepare is to quit using tobacco all together. Saint Gobain's Wellness Program has two tobacco cessation programs, "Free and Clear" and the "Tobacco Cessation Reimbursement Program" that are designed to help you quit or at least help you effectively control your craving for nicotine during difficult periods. The Employee Assistance Program is also available to help.

Who can I contact if I have any questions?

You can contact Ed Miller in HR at ext. 237 with questions.

Thank you,



7/20/2011



EXHIBIT 6

Saint-Gobain
SAINT-GOBAIN

50
Feb-6 2012
11:08 AM

Tobacco-Free Workplace Policy

Purpose

To provide a safe, clean, healthy and productive work environment.

Scope

This policy applies to all Saint-Gobain employees as well as any customers, vendors, consultants, contractors and all other visitors on any Saint-Gobain Facility or Leased/Shared property.

Policy

Saint-Gobain is committed to providing a safe, healthy and productive environment for our employees, customers and visitors. In keeping with this philosophy, we maintain a tobacco-free work environment everywhere on the premises and at all times (before, during and after work hours).

The use of tobacco products is prohibited in all Saint-Gobain facilities, and in all Company-owned or leased vehicles. Tobacco products include, but are not limited to, cigarettes, cigars and pipes, e-cigarettes, smokeless and chewing tobacco. The definition of facilities and their grounds for the purpose of this policy includes all land, buildings, structures, parking lots, and means of transportation owned by or leased by the Company. This applies to private vehicles while they are on Saint-Gobain property.

In outdoor environments in leased or shared facilities not under full control of Saint-Gobain the use of tobacco products is prohibited:

- within 25 feet of building entrances and exits;
- within 25 feet of building air intake ducts;
- within 25 feet of the storage of flammable and combustible liquids or gases;
- within 25 feet of dumpsters provided for collecting combustible materials;
- Inside any covered parking that is physically part of or connected to a facility where Saint-Gobain employees regularly pass on their way to or from work; within designated "Smoke-Free Zones."

If state or local laws mandate further distances, those will be in effect.

I. Employee Assistance

The purpose of this policy is to encourage employees to discontinue their use of tobacco products.

Saint-Gobain facilities in the United States: offers the following assistance for employees wishing to quit:

- Free & Clear: 1.866.QUIT.4.LIFE (1.866.784.8454) www.quitnow.net
- Tobacco Cessation Reimbursement Benefit: www.sgcbenefits.com - LiveWell - Tobacco Free
- CIGNA Quit Today®: (800-440-6759) www.mycigna.com

Saint-Gobain facilities in Canada: offers the following assistance for employees wishing to quit:

- Free & Clear: 1.866.QUIT.4.LIFE (1.866.784.8454) www.quitnow.net

EXHIBIT 6

- Tobacco Cessation Reimbursement Benefit: www.sgcbenefits.com - LiveWell - Tobacco Free
- Employee Assistance Program (EAP): (800-268-5211) www.shepellfgi.com

These benefits are extended to employees and their spouses. Supervisors are encouraged to refer employees to cessation assistance.

Interested employees should contact Human Resources for details on these benefits, including what programs and products will be covered.

II. Visitors

Visitors will be informed about the Tobacco-Free Workplace policy upon entering Saint-Gobain facilities and Saint-Gobain owned or leased vehicles. Visitors who do not comply with the policy will be asked to leave the facility, campus or vehicle.

III. Procedure

Copies of this policy shall be distributed to all current and future employees. Saint-Gobain will not discharge, refuse to hire or in any manner retaliate against any employees, applicant or customer who exercises any rights afforded by this policy or anyone who reports a violation of this policy.

IV. Enforcement

Full compliance with Saint-Gobain's established tobacco-free policy is mandatory. The objectives of the policy will be achieved through thoughtfulness, consideration, and cooperation on the part of tobacco users and non-users alike.

Managers and supervisors are responsible for administering the policy, and for ensuring full, fair, and consistent enforcement. Managers and supervisors who fail to enforce this policy with employees will be subject to appropriate disciplinary action.

Administrative actions will be the same disciplinary procedures in place at your location for all related employment policy violations. If there is no formal disciplinary policy in effect at your location, the following Tobacco-Free Policy guidelines will be enforced.

Employees found in violation of the policy will be subject to disciplinary action as follows:

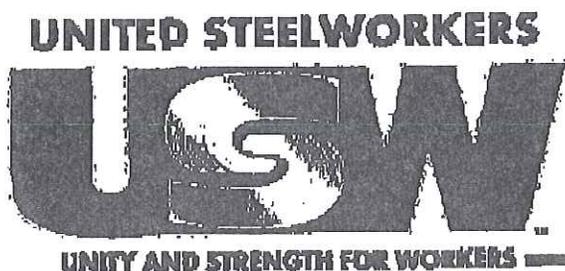
- First occurrences in a rolling twelve (12) month period will result in a First Written Warning
- Second occurrences in a rolling twelve (12) month period will result in a Final Written Warning
- Third occurrences a rolling twelve (12) month period will result in Termination

V. Questions

Any questions you may have regarding this policy should be directed to the Human Resources Department. This policy is subject to change at the Company's discretion.

EXHIBIT 7

EXHIBIT 7



James Kimberlin, President
District 1, Local 5-363

September 22, 2011

Ed Miller, H.R. Mgr.
CertainTeed Corporation
11519 US Route 250 N
Milan, OH 44846

Re: Saint-Gobain - Tobacco-Free Workplace policy

Dear Mr. Miller:

United Steelworkers Local Union 5-363 has recently been advised of the Company's intention to unilaterally implement a Tobacco-Free Workplace policy. Be made aware that the Union takes exception to this policy and any attempt by the Company to implement. Additionally, the Union reserves its rights to request information, process grievances and/or take other appropriate action deemed necessary in an attempt to reach final resolution on this matter.

In order to better understand the Company's position on this matter, the Union is requesting a meeting to formally discuss the particulars of the proposed policy. Please contact me, the Local Union President, to make arrangements for this meeting.

Any implementation of a program such as that referenced in this letter is a change in conditions of employment and/or it impacts conditions of employment (including but not limited to health and safety, and/or discipline) and is therefore, a mandatory subject of bargaining. Therefore, USW Local 5-363 retains the right to officially request that the Company bargain over all matters affected by the policy.

In accordance with the National Labor Relations Act, and until we have reached a conclusion to our negotiations, the Union further insists that Management immediately cease and desist from implementing the policy, any element or portion thereof, or any other new related initiatives.

Again, the Union looks forward to meeting with the Company to further discuss this issue. Please contact me at your earliest convenience to arrange a meeting or to answer any questions you may have concerning this letter.

Sincerely,

James Kimberlin, President
USW Local 5-363

Cc:
Mark Hyde, Plant Mgr.
Chris Martinez, USW Staff Rep.

EXHIBIT 8

EXHIBIT 8
CertainTeed
SAINT-GOBAIN

October 14, 2011

Jim Kimberlin, President USW Local 5-363
622 North Sandusky Street
Bellevue, OH 44811

Dear Jim,

In response to your letter dated September 22, 2011 the Company met with the Bargaining Committee on October 12, 2011 to discuss Saint Gobain's Tobacco Free Workplace policy that will become effective July 1, 2012 and to answer any questions the union might have to help better understand the Company's work place tobacco free policy.

The Company maintains that this policy is reasonable, within the scope of the Management Rights Clause and does not violate any expressed provision of the collective bargaining agreement. The Company has clear and legitimate health, safety and financial interests in maintaining a tobacco-free environment on its premises.

The Company is also offering tobacco cessation assistance through the Wellness and Employee Assistance Programs for individuals who have difficulty coping with the upcoming work place policy change. The Company is helping employees deal with the unwelcomed, but justifiable change in its work place policy.

The Company maintains its contractual right to implement work place policies under the provisions set forth in Article XXIX (Rights of Management.)

If you should have any questions about the Company's position on this matter or about the policy itself, please do not hesitate to contact me at (419) 499-2581, ext. 237.

Respectfully Submitted,



Edward Miller
Manager, Human Resources
CertainTeed Corporation
RPG, Avery

Cc: Mark Hyde
Chris Martinez

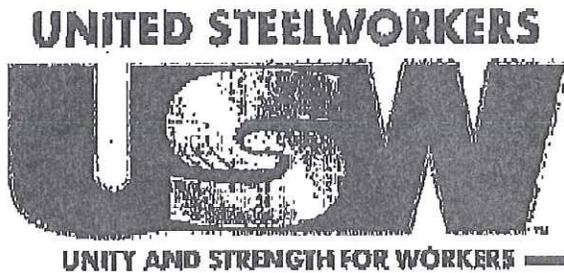
SAINT-GOBAIN

CertainTeed

11515 US Plc 250 N. • Villa, OH 44845 • Fax (419) 499-1074

EXHIBIT 9

EXHIBIT 9



District 1 - Subdistrict

December 6, 2011

David McCall - Director
Pat Gallagher - Subdistrict Director

Staff Representatives

James E. Kerna
Chris Martinez
John Rigling
Gary Thompson
Rick Vermillion

Ed Miller
Human Resources Manager
CertainTeed Corporation
11519 US Route 250 N
Milan, OH 44846

Re: Saint-Gobain Tobacco-Free Workplace Policy

Dear Mr. Miller:

Please accept this letter as an official request to collectively bargain over the Company's Tobacco-Free Workplace Policy and its effect on the terms and conditions of work for those USW members covered under the Collective Bargaining Agreement between CertainTeed Corporation and the United Steelworkers on behalf of Local 5-363.

Please contact me at (419) 554-1528 for the purpose of scheduling negotiations and to answer any of your questions or concerns.

Sincerely,

Christopher Martinez
Staff Representative

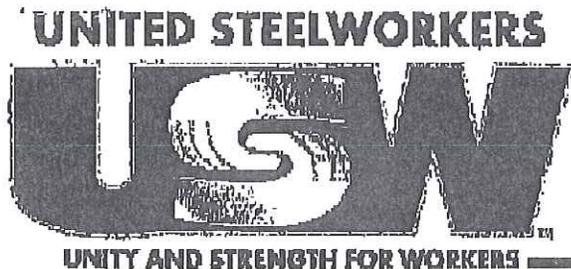


CM/tlw

Cc: James Kimberlin
Mark Hyde

EXHIBIT 10

EXHIBIT 10



District 1 - Subdistrict

January 9, 2012

David McCall - Director
Pat Gallagher - Subdistrict
Director

Staff Representatives

James E. Kerns
Chris Martinez
John Rigling
Gary Thompson
Rick Vermillion

CERTIFIED MAILRETURN RECEIPT REQUESTED7010 1870 0002 0970 8770

Ed Miller

Human Resources Manager

CertainTeed Corporation

11519 US Route 250 N

Milan, OH 44846

Re: Saint-Gobain Tobacco-Free Workplace Policy

Dear Mr. Miller:

This brief letter is to inform you that as of today, I have not received a response from you regarding my letter sent to you on December 6, 2011 (see attached) requesting to collectively bargain over the Company's Tobacco-Free Workplace Policy and its effect on the terms and conditions of work for those USW members covered under the Collective Bargaining Agreement between CertainTeed Corporation and the United Steelworkers on behalf of Local 5-363.

At this time, I am again requesting to collectively bargain over the Company's Tobacco-Free Workplace Policy. If your response is not received within seven (7) business days, I will assume that you have no interest in responding to my request and appropriate legal action will be taken against Company.

Sincerely,

Christopher Martinez
Staff Representative



CM/tlw

Cc: Jim Kimberlin

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

955 Commerce Drive - Painesburg, OH 43551 • 419-874-3229 • 419-874-3648 (Fax) • www.usw.org

EXHIBIT 11

EXHIBIT 11

CertainTeed

SAINT-GOBAIN

RECEIVED JAN 13 2012

January 11, 2012

Chris Martinez, Staff Representative USW Local 5-363
955 Commerce Drive
Perrysburg, OH 43551

Dear Mr. Martinez,

The Company maintains that the Workplace Tobacco Free Policy is reasonable, within the scope of the Management Rights Clause and does not violate any expressed provision of the collective bargaining agreement. As previously stated, the Company has clear and legitimate health, safety and financial interests in maintaining a tobacco-free environment on its premises.

Employees have available to them tobacco cessation assistance through the Wellness and Employee Assistance Programs. These programs are designed to help those individuals who have difficulty coping with the upcoming work place policy change.

The Company has the contractual right to implement work place policies under the provisions set forth in Article XXIX (Rights of Management.) Accordingly, your request to collectively bargain over the Tobacco Free Workplace Policy is respectfully denied.

If you should have any questions about the Company's position on this matter or about the policy itself, please do not hesitate to contact me at (419) 499-2581, ext. 237.

Respectfully Submitted,



Edward Miller
Manager, Human Resources
CertainTeed Corporation
RPG, Avery

Cc: Mark Hyde
Jim Kimberlin

RECEIVED
FEB - 6 2012
PERRYSBURG

SAINT-GOBAIN

CertainTeed

EXHIBIT 12

LABOR AGREEMENT

BETWEEN

**CERTAINTEED CORPORATION
IG GROUP**

AND THE

**GLASS, MOLDERS, POTTERY,
PLASTICS
AND ALLIED WORKERS
INTERNATIONAL UNION
(AFL-CIO,CLC)**

AND ITS LOCAL NO. 260

EFFECTIVE – May 1, 2011

EXPIRES – March 31, 2014

ARTICLE 3
Management Rights

- 9 Section 1. The Company reserves, solely and exclusively, all of the rights, privileges and prerogatives which it possessed prior to the execution of this Agreement, regardless of the frequency or infrequency with which such rights have been exercised in the past, except to the extent that such rights, privileges and prerogatives are specifically abridged by the express provisions of this Agreement.
- 10 Section 2. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the management of the plant and the direction of the work force, including the planning, direction and control of plant operations, the scheduling of work and the assignment of equipment and other property of the Company, the determination of ability, production standards and the quality and quantity of work to be produced, the determination of the products to be manufactured and manpower requirements, the location or relocation of plants, the work to be assigned to each plant, the extent to which work required in the Company's business shall be performed by employees covered by this Agreement, the contracting out and subcontracting of work, the methods, processes and means of manufacturing, the determination and establishment of any new or improved production methods or facilities, and the extension, limitation, curtailment or cessation of operations.
- 11 Section 3. The Company retains the right to hire, suspend, discharge, discipline for just cause, transfer and lay off employees and the right to establish and enforce such rules of conduct as the Company deems advisable, provided that in the exercise of these rights the Company will not violate any of the terms of this Agreement.

EXHIBIT 12

SUPPLEMENTAL AGREEMENTS

1. Company will implement its 401K plan for all Bargaining Unit employees in July, 1987.
2. SMOKE-FREE ENVIRONMENT: The Company agrees to provide the existing sheltered smoking areas adjacent to the plant reasonably accessible for production, warehouse, and maintenance employees. These areas will be provided with weather protection barriers and heaters (if necessary).
3. Any grievance settled and/or arbitration awards arising from the facts occurring prior to the effective date of the parties' new collective bargaining agreement shall have no application or precedential value under that agreement if the new agreement contains different or conflicting terms.
4. CLARIFICATIONS REGARDING TEMPORARY TRANSFERS ON OVERTIME:
 1. The Company has the right to determine manpower requirements and schedule overtime utilizing (a) pre-scheduled overtime or (b) call in from the overtime list.
 2. Individuals working pursuant to Paragraph 1 above, who are filling a vacancy, may be temporarily transferred pursuant to the provisions of paragraph 37 of the Collective Bargaining Agreement (in the same way as the employees normally filling the position). However, when the Company (a) pre-scheduled overtime or (b) calls in from the overtime list for additional employees for special projects or operational requirements, the employees so pre-scheduled or called in will work in the positions for which they were scheduled or called in unless unexpected circumstances require their use elsewhere. Unexpected circumstances are those circumstances that cannot be